

## AMENDMENT #2 TO CONTRACT #11026 PHYSICIAN SERVICES

**THIS AMENDMENT** (this "Amendment") to the certain Contract for physician services entered into by and between the State of Kansas, the Juvenile Justice Authority ("JJA") and Correct Care Solutions, LLC ("Contractor") dated June 3, 2008, as amended each year thereafter (the "Contract") is entered into this 29th day of June, 2012 and is effective June 1, 2012.

**WHEREAS**, JJA and Contractor entered into the Contract and amended and extended the same during 2009, 2010 and 2011, and now desire to amend and extend further the Contract.

**NOW THEREFORE**, the parties agree to amend the Contract under the following terms and conditions.

1. The termination date of the Contract shall be May 31, 2013.
2. Contractor will provide healthcare practitioner staff at the Kansas Juvenile Correctional Complex and the Larned Juvenile Correctional Facility for the purpose of providing certain clinical and administrative services related to the youth under the care and supervision of the Kansas Juvenile Justice Authority. The parties agree that no staffing services are provided at the Atchison Juvenile Correctional Facility or the Beloit Juvenile Correctional Facility. Furthermore, no telemedicine, tele-psychiatry or x-ray technician services will be provided by Contractor under this Contract.
3. Contractor will provide the following healthcare practitioner staffing hours:
  - a. Kansas Juvenile Correctional Complex: 20 hours per week of combined physician and advance registered nurse practitioner onsite service.
  - b. Larned Juvenile Correctional Facility: 8 hours bi-weekly physician onsite service.

Unless agreed to otherwise in writing, in no event shall travel time of any Contractor staff member count towards the hours required under this Contract.

4. Effective June 1, 2012, the annual amount of compensation due to Contractor hereunder shall increase to 1.4% (the annual percentage change in the CPI, Medical Care, Professional Services) and shall then after be \$284,647.48 through May 31, 2013. Such amount includes the incremental cost associated with the change in staffing hours agreed to by the parties (annualized to be an increase of \$551.20).
5. The following hourly rate table will be used for staffing penalties and for excess hours provided by CCS that were pre-approved in writing.

Facility	Physician	Mid-Level
KJCC	\$166.74	\$80.68
LJCF	\$215.15	n/a

6. The parties agree to the following procedural actions that may be mutually revised in writing by both Contractor and JJA without further amendment to this Contract:
- a. The JJA superintendent, with consultation from the JJA facility health services administrator, shall be the only authority to call off, send home early, or dismiss Contractor staff during scheduled hours of work. In his/her absence, the JJA superintendent may grant such authority to the JJA deputy superintendent.
  - b. The JJA facility superintendent shall notify Contractor Regional Vice President (the "CCS point of contact") in writing when a Contractor staff member is called off, sent home early, or dismissed for the day. Such notification shall designate the name of the staff person called off, sent home early, or dismissed for the day, and the time at which any such action occurred. Contractor shall not be penalized with a staffing reimbursement assessment when an employee is called off or sent home early by JJA staff.
  - c. All Contractor staff shall be employees of subcontractors of Contractor, and shall abide by the policies and procedures of Contractor and the JJA. The Contractor shall hold and maintain employee personnel files. The JJA facility health services administrator or the JJA superintendent's designee shall be responsible for signing CCS employee time sheets.
  - d. Contractor will take immediate corrective action where the conduct of any of Contractor's employees has resulted in a violation of the terms of this Contract; the community standard of care; statutes, rules, regulations related to the services provided hereunder; JJA's internal policies and procedures; or policies related to physical or sexual abuse. In the event JJA believes that the healthcare performance or patient interaction skills of any Contractor staff member may be an impediment to the provision of adequate health care, the JJA facility superintendent shall consult with the CCS point of contract regarding such belief and Contractor will promptly investigate the same and implement an appropriate plan of action to eliminate that concern, including but not limited to coaching, implementing a performance improvement plan, or instituting discipline up to and including termination of that staff member. Notwithstanding anything to the contrary herein this Contract, JJA shall not interfere with Contractor's right to control, discipline, develop, or manage its employees, including, but not limited to, termination of any employee or any other employment action relating to work performance, or any other employment decision. JJA retains the right to refuse entry into any of its premises by any Contractor employee who has been found to be in violation of the JJA's rules, regulations, policies and procedures, and/or facility orders.
  - e. In the event JJA facility staff have concerns related to the well-being of a patient at risk, the JJA facility staff shall promptly contact the Contractor Regional

Medical Director regarding those concerns. The Contractor Regional Medical Director and JJA Medical Director shall consult regarding the proper course of action related to any such matter. Kansas University Physicians, Inc. (KUPI) shall be notified by the Contractor Regional Medical Director of the matter.

- f. The JJA facility superintendent and Contractor shall agree to a set staffing schedule. Contractor may request in writing changes to such set schedule to the JJA facility superintendent, and such requests must be approved by the JJA facility superintendent before any changes are implemented by Contractor. Any variations to the set schedule shall not result in a change in the total monthly hours required by the Contract.
  - g. In the event consultation is needed related to an urgent or emergent patient care matter during hours in which no healthcare practitioner is providing onsite coverage, JJA facility staff shall first contact the Contractor on-call healthcare practitioner. In the event the on-call healthcare practitioner cannot be reached within a reasonable amount of time, the facility will contact the Contractor Regional Medical Director. The JJA facility health services administrator shall be notified immediately, who will notify the JJA facility superintendent in writing that the on-call practitioner could not be reached. The facility superintendent shall notify the CCS point of contact as soon as possible in such event.
  - h. In the event of an on-going Contractor vacancy in a position to be provided under this Contract, the JJA facility superintendent and the CCS point of contact may agree in writing to a modified schedule. Contractor shall provide temporary staffing during the duration of the vacancy, whether modified staffing is in place or otherwise. Contractor fees related to the modified schedule shall be based on the actual hours incurred and the compensation scheduled in the Contract and benefits related to that position. Contractor shall use its best efforts to hire a permanent replacement within 60 days of a position becoming vacant. If Contractor is unable to hire such permanent replacement within 60 days, then Contractor shall have the right to submit a written request to the JJA facility superintendent for an extension of the time to hire the permanent replacement. The JJA facility superintendent shall approve or deny that request within three (3) business days. If the position is not filled within 60 days, and no extension approval has been granted, a reimbursement of 125% of the contractual hourly rate plus the cost of the benefits for such employee, times the number of hours of service not being provided due to the vacancy; and such amount shall be deducted from the monthly payment to Contractor. Contractor shall continue to provide a PRN coverage or otherwise through the duration of the vacancy. In the event Contractor is able to backfill any vacancy, by use of PRN staff or otherwise, Contractor shall not incur any past-60-days vacancy reimbursement penalty.
7. Contractor healthcare practitioner shall see each youth within three (3) to seven (7) days of admission to the RDU. The healthcare practitioner shall perform a complete physical, including the growth chart.

8. Contractor physicians and ARNPs shall perform the following administrative duties, in addition to providing onsite clinical services:
  - a. Maintain appropriate documentation in the medical records, charting orders, cosigning notes, and maintenance of all legal documents as required by the Board of Healing Arts.
  - b. Meet with facility staff, to include medical administrative committee meetings, monthly staff meetings, weekly care management meetings at KJCC and monthly care management meetings at LJCF, provided that such meetings are held on a day a physician is scheduled to be onsite.
  - c. Conduct a peer review annually for the Contractor physicians and ARNPs providing services under this Contract.
  - d. Conduct annual peer reviews on state-employed ARNPs providing services under this Contract.
  - e. Conduct chart reviews as follows:
    - i. Contractor ARNPs shall review two charts of state-employed medical personnel each week of onsite service.
    - ii. Contractor physicians shall review two charts of either Contractor-employed or state-employed medical personnel each week of onsite service.
  - f. Contractor shall conduct such clinical chart reviews and submit the findings of the same to the JJA facility health services administrator, who is responsible for state-employee follow-up.
9. Contractor staff shall deliver services in accordance with ACA, NCCHC, and community family practitioner standards.
10. Contractor staff shall see youth in segregation or closed units if, in the determination of the shift manager and with consultation from the health services staff, it is determined that movement of the youth will pose a risk to the safety and wellbeing of the youth, staff or other residents.
11. KUPI shall notify the JJA facility superintendent and the CCS point of contact in the event Contractor fails to perform any material term of the Contract, excluding staffing vacancies. Contractor shall have 30 days to cure such failure to perform. In the event, Contractor fails to cure such failure to perform within 30 days, JJA may assess a penalty of \$200 per work day that shall be deducted from the monthly payment due to Contractor

until such failure is resolved or a corrective action plan with a specific completion date is agreed upon by the parties.

12. Cost escalation: Increases in the contract amount shall be tied to the annual change in the Consumer Price Index—Medical Care, Professional Services index, not to exceed 4%.
13. Each Contractor staff member shall participate eight (8) hours of orientation on the first day the Contractor staff member reports to a JJA facility. Prior training received from the Kansas Department of Corrections ("KDOC") for facility orientation and security rules shall count towards the orientation hours if documentation of such training is provided and the healthcare practitioner signs a statement acknowledging he/she understands the rules of the JJA facility. PREA training provided by another organization will be also accepted if documentation of such training is provided. Each Contractor staff member shall also complete JJA policy reviews and sign a statement that he/she has read the required policies prior to beginning work at the JJA facility. It is estimated that such policy reviews will take approximately two hours. The table below summarizes the training requirements for each Contractor staff member providing services at a JJA facility.

CCS Employee Training Requirements			
Classroom Instruction		Policy Review**	
Class Title	Hours	Class Title	
Facility Orientation		Juvenile Rights & Responsibilities	
Prison Rape Elimination Act (PREA)*		Juvenile Disciplinary Process	
Sexual Harassment		Suicide Prevention	
Fire/Safety/Emergency		Juvenile Supervision	
Security Procedures		Mechanical Restraints	
		Handle With Care	
*JJA will accept training provided by another entity if documentation of such training is provided.			
**CCS staff will review each policy and sign a statement acknowledging that they read and understand the policy.			

14. All other terms and conditions of the Contract not expressly herein amended shall remain in full force and effect.

WHEREAS, the Kansas Juvenile Justice Authority and Correct Care Solutions, LLC, by their representatives duly authorized, execute this Amendment to the Contract effective June 1, 2012.

**CORRECT CARE SOLUTIONS, LLC**

By: CARY M. CLURE  
(Print Name)  
Signature: *Cary M. Clure*  
Title: CFO  
Date: 6-29-12

**STATE OF KANSAS,  
KANSAS JUVENILE JUSTICE  
AUTHORITY**

By: TERESA L. WICKHAM  
(Print Name)  
Signature: *Teresa L. Wickham*  
Title: Acting Commissioner  
Date: 6/29/12

**DIRECTOR OF PURCHASES**

By: Chris Howe  
TS (Print Name)  
Signature: *Chris Howe*  
Title: Director of Purchases  
Date: 7/2/2012

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